

RELEASE OF LIABILITY
READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of _____,
_____, and/or use of the property, facilities and services of _____,
I agree as an adult participant or as the parent or legal guardian of _____,
_____, a minor child, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by releasees, _____; or their employees, representatives or agents.
2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and/or the child, and further release and discharge releasees for any claims, demands, suits, or costs from any injury, loss or damage arising out of my or the child's use of or presence upon the facilities of releasees, whether caused by the fault of myself and/or the child, releasees, or other third parties. I attest and verify that I (or the child) am in good health, and that I am not aware of or in a doctor's care for any condition which might endanger my or the child's health or safety or that of any other participant or releasee.
3. I agree to indemnify and defend releasees against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my and/or the child's use of or presence upon the facilities of releasees.
4. I agree to pay for all damages to the facilities of releasees caused by my or the child's negligent, reckless, or willful actions.
5. Any legal or equitable claim that may arise from participation in the above shall be resolved under Utah law.

I have read this document and understand it. I further understand that by signing this release, I voluntarily surrender certain legal rights, and I agree that this document shall bind my (or the child's) guardian, assigns, heirs, administrators, and executors forever.

Dated: _____

Signature or Participant/Parent: _____

Name of Participant/Parent: _____

Address: _____

In case of an emergency, please call _____ (Relationship: _____)

at _____ (Day), or _____ (Evening).

RELEASE AGREEMENT

I, _____, a potential participant in the _____ section of the Sevier County Fair, have requested that I be allowed to participate in such program.

I understand that such function, of necessity, involves the potential for accident or injury because of the circumstances surrounding such activity.

In consideration of the Fair Board in authorizing and allowing me to participate, I hereby assume the risk for any injury that I may sustain in the pursuit of the customary activities of the program and do hereby release and discharge Sevier County and the Sevier County Fair Foundation and its volunteer personnel from any actions, suits, damages, claims or judgments that may result from any personal injury I may sustain while engaging in such activity; unless such injury is the result of gross negligence or willful or wanton misconduct of county, fair or volunteer personnel.

In witness whereof, I have executed this release on the _____ day of _____, 19____.

PARTICIPANT

I have read the above agreement and as parent or guardian of the signing and/or named participant hereby consent and confirm and ratify such release.

PARENT and/or GUARDIAN
(If participant is a minor)

APPROVED:

FAIR BOARD

Sevier County Fair Permission Slip

Name of participant: _____
Name of Activity: _____
Age of contestant: _____

We the undersigned, hereby request that the above named minor be granted permission: (1) to enter the arena area, stage area, or performance area (2) to participate as a contestant, assistant, official or otherwise, in these events, (3) to compete for money, prizes, recognition or reward, (4) to be covered by family health insurance, if applicable, (5) to be covered medically, by parents or legal guardian (all collectively hereinafter called "permissive entry".

In consideration of "permissive entry" to minor into the arena area, stage area, or performance area, (which is the area's from which admission to the general public is restricted) includes, but is not limited to: rodeo arena area, stage area, or performance area, (which is the area's from which admission to the general public is restricted) includes, but is not limited to: rodeo arena, competition area, chutes, pens, adjacent walkways, concessions, and other appurtenances, we the undersigned, on behalf of the minor and for ourselves, our personal representatives, heirs, next of kin, spouses and assigned, do hereby:

1. AGREE not to hold liable the county fair committee, rodeo committee, stock providers, arena operators or owners, pageant committee, and each of them, their officers, agents and employees (all hereafter collectively referred to as "Releasees") from any and all claims and liability arising out of strict liability or ordinary negligence or Releasees or any other participant which causes the undersigned injury, death, damages or property damage. We, the undersigned, jointly, severally, and in common, covenant to hold Releasees harmless and to indemnify Releasees from any claim, judgement or expenses Releasees may incur arising out of any of the minor's activities or presence in the arena area.
2. RELEASOR, parents, guardians of the undersigned minor AGREE TO INDEMNIFY the Releasees and each of them from any loss, liability, damage or costs they might incur due to the presence or participation of the minor in to described activities, whether caused by the negligence of the RELEASEES or otherwise.

WE HAVE READ THIS DOCUMENT. WE UNDERSTAND IT IS A RELEASE OF ALL CLAIMS, AND WE ASSUME ALL RISKS INHERENT IN THIS ACTIVITY.

Parent or Guardian _____ Date: _____
MUST HAVE PARENT OR GUARDIAN SIGN IF UNDER THE AGE OF 18.

SEVIER COUNTY STANDARD TERMS AND CONDITIONS

1. SCOPE:

These terms and conditions and the primary contract shall constitute a binding agreement on both parties (hereinafter the "Agreement"). These terms and conditions are incorporated into the primary contract.

2. ASSIGNMENT:

Neither this Agreement nor any of the duties, obligations or responsibilities therein may be assigned, transferred or delegated, in whole or in part, without the prior written approval of the other party(ies).

3. MODIFICATION:

This Agreement may not be supplemented, amended or modified except by the written mutual agreement of all parties.

4. INTEGRATION:

These terms and conditions, together with the primary contract, including all attachments, constitute the entire agreement of the parties. There are no other agreements, understandings, or promises that are not set forth within these documents. This Agreement cancels all prior negotiations and understandings, whether written or oral which are void, nullified and of no legal effect if they are not recited in this Agreement.

5. CHOICE OF LAW:

This Agreement shall be governed by the laws of the State of Utah. Jurisdiction and venue of litigation arising from enforcement of this Agreement shall be in the State of Utah.

6. SEVERABILITY:

If any part of this Agreement is found to be unenforceable under applicable laws, such provision shall be inoperative, null and void, but the remainder of the Agreement shall remain in full force and effect.

7. TIME:

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance and the parties shall comply with these times.

8. WAIVER:

No waiver or failure to enforce shall be construed as a waiver of any provision, right or remedy under this Agreement.

9. FORCE MAJEURE:

No party shall be liable for delay or default caused by fire, war, natural disaster or act of God beyond that party's reasonable control.

10. NOTICES:

Any notice required by this Agreement shall be by personal delivery, facsimile, or mail to the address set forth in this Agreement, with proof of delivery. Any notice shall be effective only upon delivery. Any change of address shall be in writing and delivered as notice under this provision.

11. PUBLIC INFORMATION:

All documents concerning this Agreement shall be public documents subject to disclosure under Utah state law. All parties agree and grant express permission to allow required disclosures. This provision takes precedence over any requirements of confidentiality, proprietary rights, copyright or other laws.

12. TERMINATION AND DEFAULT:

Unless otherwise stated, this Agreement may be terminated by any party upon thirty days prior written notice, with or without cause. Either of the following events will constitute default: (a) Non-performance of any contractual requirements, or (B) Material breach of any term or condition of the contract. Defaulting party may be given but is not entitled to an opportunity to cure. The non-defaulting party may exercise any remedy provided by law including termination.

13. ENFORCEMENT:

In the event of any enforcement action related to this Agreement, the non-prevailing party shall pay the prevailing party's reasonable attorney's fees, any judgment, and all costs whether suit is initiated or not.

14. INSURANCE:

Each party shall maintain, during the life of this Agreement, insurance coverage for comprehensive general liability, automobile, property damage, workers compensation and professional liability as applicable.

15. WARRANTIES:

Each party agrees to warrant and assume responsibility for all products or services supplied or provided by that party, including but not limited to warranties granted by the laws of the State of Utah. Product liability and warranty disclaimers shall not be applicable to this Agreement.

16. INDEMNITY:

Each party shall indemnify, defend, save and hold harmless each other party, its agents, employees and representatives from and against any loss, damage, injury, liability, claim or suit arising out of performance under this Agreement which are caused by the acts or omissions of that party, its agents, employees or representatives, including but not limited to defense costs, whether suit is initiated or not. Each party's liability is limited to the negligence, damages and costs attributable to that party.

17. BINDING EFFECT:

This Agreement shall be binding on and inure to the benefit of the respective parties and their respective heirs, legal representatives, successors, and permitted assigns.

18. ASSOCIATION AND AUTHORITY:

Nothing contained herein shall in any way constitute any association, partnership, or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party shall have any right, power or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other, or to bind the other party in any manner whatsoever.

19. CONFLICT OF TERMS:

Other Terms and Conditions that apply must be in writing acknowledged and attached to the contract. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Sevier County Standard Terms and Conditions; 2. Primary contract; 3. Other Terms and Conditions.

20. LAWS AND REGULATIONS:

Any and all supplies, services, equipment, and construction furnished under this contract shall comply fully with all applicable Federal and State laws and regulations.

Contract No. _____

**SEVIER COUNTY
PAYMENT CONTRACT**

1. Contracting Parties: This Agreement is between or among Sevier County, a body politic and subdivision of the State of Utah, at 250 North Main Street, Richfield, Utah, 84701 ("County") and the following party(ies):

A) Richfield City, a municipal corporation, at 50 East Center Street, Richfield, Utah 84701 ("City")

2. General Purpose of Contract: This agreement is to provide for payment by City of the installation costs of a sewer line along 1500 South in Richfield from Main Street to Airport Road in connection with the construction of a road at 1500 South by County.

3. County Responsibilities:

A. The County, by and through the Sevier Special Service District #1, shall build and construct a sewer line and associated facilities along the roadway known as 1500 South from Main Street to Airport Road.

B. Construction and installation shall be performed to specifications provided by City and accepted by County.

C. The sewer system shall not be operational upon completion and County shall not be responsible for any additional work following completion of the roadway and installation of the sewer line.

4. City Responsibilities:

A. City shall provide complete and accurate specifications in a timely manner prior to and during construction.

B. City shall provide periodic inspection and approval of sewer infrastructure during construction. Failure to inspect and object to the manner or quality of construction shall constitute waiver of City's claims.

C. Upon installation of the sewer line and completion of the 1500 South roadway, City will assume ownership, control and maintenance of the sewer line and associated facilities. City shall be responsible for the costs of making the system operational and providing hook-ups for users.

5. Payment Terms:

A. City shall pay all costs and expenses of the sewer line installation which is estimated at \$144,000.00.

B. City shall also pay any change orders, overruns, material price increases and additional costs and expenses incurred during construction or as a result of requests by City.

C. City shall make seven equal annual payments beginning five (5) years from the date of this Agreement. Interest shall accrue at an annual rate of .5%. There shall be no prepayment penalty for early payments.

D. County shall remit payments to Sevier Special Service District #1 upon receipt.

6. Attachments: The following attachments are incorporated and included as part of this Contract:

Attachment A: Sevier County Standard Terms and Conditions

IN WITNESS WHEREOF, the parties sign and cause this Contract to be executed.

SEVIER COUNTY

RICHFIELD CITY

Commissioner / Date

Mayor / Date